



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

Both parties attended the hearing via conference call and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenant served the landlord with the notice of hearing package via Canada Post Registered Mail. Both parties also confirmed the tenant served the landlord with his submitted documentary evidence via regular post. Both parties also confirmed the landlord served to the tenant her submitted documentary evidence via Canada Post Registered Mail on June 11, 2021. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 71 of the Act.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 10 Day Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent dated April 4, 2021 by posting it to the rental unit door on April 4, 2021. The 10 Day Notice sets out an effective end of tenancy date of April 20, 2021 and that the tenant failed to pay rent of \$1,625.00 that was due on April 10, 2021, however both parties confirmed that monthly rent is due on the 1st day of each month. The landlord stated that this was a clerical error. The landlord clarified that there is no signed tenancy agreement. Both parties confirmed in their direct testimony that monthly rent is \$1,425.00.

The landlord clarified that the tenant has rental arrears of:

\$250.00	December 2019
\$425.00	August 2020
\$425.00	September 2020
\$525.00	October 2020

The tenant provided undisputed affirmed testimony that he was in arrears as claimed by the landlord. The tenant stated that he was undergoing personal issues at the time and is living with a budget. The tenant stated that he was unable to pay the arrears until recently.

Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

In this case, I accept the undisputed affirmed evidence of both parties and find that the landlord has properly served the tenant with the 10 Day Notice for Unpaid Rent dated April 4, 2021. Both parties provided undisputed affirmed evidence that the tenant was in rental arrears totalling \$1,625.00 for the 4 months described above. On this basis, I find that the 10 Day Notice dated April 4, 2021 is valid and the tenant's application to cancel it is dismissed. Pursuant to Section 55 of the Act, the landlord is granted an order of possession to be effective 2 days after it is served upon the tenant as the effective end of tenancy date has now passed.

Pursuant to Section 55 (4) of the Act, as both parties have confirmed that the tenant is in rental arrears of \$1,625.00, the landlord is granted a monetary order for \$1,625.00 as detailed in the 10 Day Notice dated April 4, 2021.

Conclusion

The tenant's application is dismissed.

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$1,625.00.

These orders must be served upon the tenant. Should the tenant fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those Courts.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 06, 2021

Residential Tenancy Branch